

Terms and Conditions

1. PAYMENT DUE UPON RECEIPT: Customer is responsible for payment of products and services received upon purchase, or when service is provided.
2. CHARGE ACCOUNT PURCHASES: Customers with established credit must pay the invoice in full on net 30 terms.
3. RETURNS AND REFUNDS: Dealer reserves the right to decline returns or refunds for parts, equipment and or any services provided. If return is allowed, Dealer reserves the right to charge a restocking fee.
4. LIMITATION OF LIABILITY: Dealer shall not be liable to Customer for indirect, special, consequential and/or punitive damages. Dealer's sole liability and Customer's sole remedy for any damages, including, without limitation, damages resulting from defective equipment, improper maintenance, or failure to deliver reserved equipment, shall be limited to, at Dealer's option, the refund of all payments related to such equipment or reservation or replacement of the equipment. These limitations apply regardless of whether the claim for damages is based on contract, warranty, strict liability, tort or otherwise, including claims caused in whole or in part by the negligence of Dealer.
5. USE OF EQUIPMENT: The equipment shall be used only by persons competent in their operation. Customer is solely responsible for providing competent operations.
6. ABANDONED EQUIPMENT: Customer shall pay for and pick up equipment that has been serviced by Dealer within 30 days of completion or Dealer reserves the right to sell equipment to pay for services rendered.
7. LOADING AND UNLOADING EQUIPMENT: Customer is responsible for loading and unloading the equipment. If Dealer' assists in loading or unloading the equipment, Customer agrees to assume the risk of and hold harmless Dealer, its agents and employees, for any property damage or personal injuries, regardless of whether such injuries or damage are caused in whole or part by THE negligence of Dealer, its agents or employees.
8. DELIVERY AND PICK UP BY DEALER: Customer agrees to notify Dealer a minimum of 24 hours before equipment is required to be delivered or picked up, and Customer shall have equipment available for pick-up a minimum of 3 hours prior to Dealer's normal closing time. Dealer will only deliver or pick-up equipment during Dealer's regular business hours and in accordance with this paragraph.
9. DISCLAIMER OF AGENCY: Customer is not the agent of Dealer for any purpose.
10. EQUIPMENT STORAGE: Customer agrees all equipment stored at dealer's facility is stored at the customer's own risk. Dealer disclaims all liability for such equipment and shall not be liable for any loss or damage.
11. "AS IS" WARRANTY DISCLAIMER: All warranties, if any, by a manufacturer or supplier other than dealer are theirs, not dealers and only such manufacturer or other supplier shall be liable for performance under such warranties.
12. EPA: As a result of EPA's rule regarding Phenol, Isopropylated Phosphate(3:1) (PIP (3:1)), and pursuant to 40 CFR § 751.407 et seq, Kubota identifies some or all of the above articles (components, parts or whole goods) as containing PIP(3:1) and that said PIP(3:1) containing articles are compliant with this rule. For more information, see <https://www.epa.gov/assessing-and-managing-chemicals-under-tsca/persistent-bioaccumulative-and-toxic-pbtchemicals-under>.
13. DEPOSIT AND RESERVATION AMOUNT: Reservation amount, if any, paid to Dealer by Customer to reserve equipment for future purchase is non-refundable.
14. SEVERABILITY: The provisions of the Contract shall be severable so that the invalidity, unenforceability or waiver of any of the provisions or portions thereof shall not affect the remaining provisions or portions thereof.
15. NOTICE OF NON-WAIVER: The failure of Dealer at any one or more times to insist upon strict performance by the Customer of the conditions and terms of this Contract shall not be construed as a waiver of Dealer's right to demand strict compliance.
16. SPECIAL ORDER PARTS: Parts must be picked up within 5 business days of Dealer receiving them. Failure to pickup parts within the allotted time will result in a restocking charge billed to Customer.